IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

ROSALIO CAMPOS, RAYMOND FIGUEROA, PATRICIA A. FISHER, SUSAN SADLOWSKI GARZA, JANE GOULD, LILLY MARTIN, ALFREDO MENDOZA, KEVIN P. MURPHY, JOANN PODKUL, and JEAN TOURVILLE, individually and on behalf of all other persons and entities similarly situated, *Plaintiffs*, v. CALUMET TRANSLOAD RAILROAD, LLC, DTE CHICAGO FUELS TERMINAL, LLC, GEORGE J. BEEMSTERBOER, INC., BEEMSTERBOER SLAG AND BALLAST CORPORATION, KCBX TERMINALS COMPANY, and KOCH CARBON, LLC, *Defendants.*	Case No. 1:13-CV-08376 Consolidated with Case No. 1:13-CV-08499 and Case No. 1:13-CV-09038 Judge Manish S. Shah

ORDER AND JUDGMENT

WHEREAS, Representative Plaintiffs Rosalio Campos, Raymond Figueroa, Patricia A. Fisher, Susan Sadlowski Garza, Jane Gould, Lilly Martin, Alfredo Mendoza, Kevin P. Murphy, and Joann Podkul (together, "Representative Plaintiffs"), and defendants KCBX Terminals Company, Koch Carbon, LLC, and DTE Chicago Fuels Terminal, LLC (together, "First Settling Defendants"), entered into a Settlement Agreement (the "First Settlement") dated March 1, 2016 [D.E. #205-1].

WHEREAS, on March 10, 2016, the Court entered an Order granting preliminary approval of the First Settlement and certifying the Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23. [D.E. #207].

WHEREAS, Representative Plaintiffs and defendants Calumet Transload Railroad, LLC, George J. Beemsterboer, Inc., and Beemsterboer Slag and Ballast Corporation (together, "Second

Settling Defendants") entered into a Settlement Agreement (the "Second Settlement") dated March 23, 2016. [D.E. #211-1].

WHEREAS, on April 18, 2016, the Court entered an Order granting preliminary approval of the Second Settlement, certifying the Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23, approving combined notices covering the First Settlement and the Second Settlement (together, the "Settlements"), approving the proposed form of notice to Settlement Class Members and the methods of dissemination thereof, and directing that notice of the Settlements be given to the Settlement Class. [D.E. #214].

WHEREAS, notice of the Settlements to Settlement Class Members has been provided in accordance with the Court's Preliminary Approval Orders, as attested to in the Declaration of Carla A. Peak on Implementation and Overall Adequacy of Settlement Notice Plan and Notice Documents, filed with the Court on July 5, 2016. [D.E. #233-1].

WHEREAS, on July 29, 2016, a hearing was held on whether the Settlements are fair, reasonable, adequate, and in the best interest of the Settlement Class, at which Co-Lead Settlement Class Counsel, counsel for First Settling Defendants, counsel for Second Settling Defendants, and Objectors' counsel presented oral argument and direct testimony was taken and considered.

NOW THEREFORE, having considered the written submissions of the parties, testimony, and oral argument, the Court makes the following findings and grants the relief set forth below. Except as otherwise indicated herein, terms and phrases in this Order and Judgment shall have the same meaning as defined in the Settlements.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Representative Plaintiffs' Motion for Final Approval of Class Action Settlements is **GRANTED.**

2. For the reasons stated in open court on July 29, 2016, the Court finds that the Settlements are fair, reasonable, and adequate. The Settlements are hereby granted final approval.

3. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.

4. Pursuant to Rule 23 and the Court's Preliminary Approval Orders, the following Persons are members of the Settlement Class:

> All Persons that owned property located within the Class Area at any time from October 31, 2008, to and including March 1, 2016.

"Class Area" means the area within the boundaries of Torrence Avenue on the West, 95th Street on the North, the Illinois-Indiana border on the East, and 114th Street on the South.

5. Excluded from the Settlement Class are Defendants[1] and any of their officers, any entity in which Defendants have a controlling interest or which has a controlling interest in Defendants, Defendants' legal representatives, any municipal or governmental entity, and those persons identified in Exhibit A, attached hereto, who submitted timely and valid requests for exclusion from the Settlement Class ("Opt-Outs"). Opt-Outs shall neither share in the distribution of any settlement fund nor receive any benefits of the terms of the Settlements, and shall not be bound by this Order and Judgment.

[1] "Defendants" means, collectively, First Settling Defendants and Second Settling Defendants.

6. Representative Plaintiffs and Co-Lead Settlement Class Counsel, Ben Barnow of Barnow and Associates, P.C., and Thomas A. Zimmerman, Jr., of Zimmerman Law Offices, P.C., fairly and adequately represented the interests of Settlement Class Members in connection with the Settlements.

7. For the reasons stated in open court on July 29, 2016, the Court overrules Certain Class Members' Objection [D.E. #221] to the Settlements.

8. Representative Plaintiffs, First Settling Defendants, and Settlement Class Members shall consummate the First Settlement according to the terms thereof. The First Settlement, and each and every term and provision thereof, shall be deemed incorporated herein, as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

9. Representative Plaintiffs, Second Settling Defendants, and Settlement Class Members shall consummate the Second Settlement according to the terms thereof. The Second Settlement, and each and every term and provision thereof, shall be deemed incorporated herein, as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

10. All of the claims alleged in the Litigation and all complaints filed in any action in the Litigation are hereby dismissed with prejudice, each party to bear their own costs, except as expressly provided for in the Settlements.

11. Each Settlement Class Member, including Representative Plaintiffs, shall be deemed to and hereby have fully, finally, and forever released, relinquished, and discharged all Released Claims and, additionally, to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in, any action in this

or any other forum (other than participation in the Settlements as provided therein) in which any of the Released Claims is asserted.

12. Having reviewed Representative Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Costs and Expenses, and Payment of Representative Plaintiff Service Awards, the Court awards attorneys' fees in the amount of $485,000, reimbursement of costs and expenses in the amount of $23,083, and payment of service awards in the amount of $4,500 to each of Representative Plaintiffs. Such payment of attorneys' fees, costs, and expenses shall be made pro rata to Co-Lead Settlement Class Counsel from the Escrow Account provided for under the First Settlement and the Escrow Account provided for under the Second Settlement. Co-Lead Settlement Class Counsel, in their sole discretion, to be exercised reasonably, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record in the Litigation. Payment of the Representative Plaintiff service awards shall also be made pro rata from the Escrow Account provided for under the First Settlement and the Escrow Account provided for under the Second Settlement.

13. Without affecting the finality of this Order and Judgment in any way, the Court retains continuing jurisdiction over Representative Plaintiffs, Defendants, and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlements.

14. In the event the Settlements do not become final within the meaning of paragraph 11 of the Settlements, this Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlements, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void.

IT IS SO ORDERED.

Dated: August 3, 2016

Honorable Manish S. Shah
United States District Judge